

**UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MAINE**

LYNN MERRILL, et al.,

Plaintiffs

v.

CITY OF AUGUSTA, et al.,

Defendants.

NO. 1:20-cv-00248-JAW

CONSENT ORDER REGARDING SETTLEMENT AGREEMENT

This matter comes before the Court upon the Parties' Joint Stipulation of Dismissal with Prejudice pursuant to Rule 41(a)(1)(A)(ii) (see ECF 75-2), conditioned on the Court's retention of jurisdiction to resolve any motions brought to enforce or modify the terms of the parties' fully executed Settlement Agreement and Release (hereafter "Settlement Agreement," attached hereto and see ECF 75-1). See *Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375, 114 S. Ct. 1673, 128 L. Ed. 2d 391, 29 Fed. R. Serv. 3d 1 (1994).

The parties have agreed that the Joint Stipulation of Dismissal with Prejudice is neither immediately effective nor self-executing, and it will take effect only upon the entry of an order by the Court retaining jurisdiction to enforce the Settlement Agreement. The Parties and their counsel have agreed as set forth below as evidence

by signatures of counsel also appearing below. Good cause has been shown for the entry of this Order.

IT IS THEREFORE on this 24th day of June, 2021, Ordered as follows:

1. The Court incorporates the terms of the Settlement Agreement herein and makes it an Order of the Court.

2. The Court retains ancillary jurisdiction to enforce the Settlement Agreement and resolve any disputes regarding compliance that may occur through November 30, 2024. See Settlement Agreement ¶¶ 3(c), (d)

3. The Court finds that the scope of the court's continuing jurisdiction is limited by reasonable time limits for the parties to invoke the court's review of issues arising from the Settlement Agreement.

4. Any dispute regarding compliance with the Settlement Agreement and this Order shall be brought to and resolved by this Court. The Court has discretion to award any legal or equitable relief it deems appropriate in the event of non-compliance with the Settlement Agreement.

5. Subject to the foregoing, and except as expressly set forth above, all claims and defenses in the action shall be and hereby are released with prejudice.

6. Except as otherwise agreed to by the Parties, each party to bear its own fees and costs incurred to date in this action.

Dated: June 23, 2021

/s/ Kristin L. Aiello

Kristin L. Aiello

/s/ Peter M. Rice

Peter M. Rice

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Dated: June 23, 2021

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Counsel for the Town of Winslow

SO ORDERED.

Dated this 24th day of June, 2021

/s/ John A. Woodcock, Jr.

JOHN A. WOODCOCK, JR.

UNITED STATES DISTRICT JUDGE